

## MEETING AGENDA



### Board of Trustees Meeting

Village of Homewood

August 23, 2022

Meeting Start Time: 7:00 PM

Village Hall Board Room

2020 Chestnut Road, Homewood, IL

Board Meetings will be held as in-person meetings. In addition to in-person public comment during the meeting, members of the public may submit written comments by email to [comments@homewoodil.gov](mailto:comments@homewoodil.gov) or by placing written comments in the drop box outside Village Hall. Comments submitted before 4:00 p.m. on the meeting date will be distributed to all Village Board members prior to the meeting.

Please see last page of agenda for virtual meeting information.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Introduction of Staff

5. Minutes:

Consider a motion to approve the minutes of the regular meeting of the Board of Trustees held on August 9, 2022.

6. Claims List:

Consider a motion to approve the Claims List of Tuesday, August 23, 2022 in the amount of \$668,300.44.

7. Hear from the Audience

8. R-3120/Resolution Honoring Karen Washington:

Consider a motion to pass a resolution honoring Karen Washington for her years of service on the Village of Homewood Board of Trustees.

9. Appointment(s):

Consider a motion to approve the appointment of Julie Willis to the Village of Homewood Board of Trustees for a term ending on April 30, 2023.

10. Oaths of Office: The Village Clerk will administer the oath of office to:

A. Julie Willis as a member of the Village of Homewood Board of Trustees.

B. Kyle Adams for the position of Firefighter/Paramedic in the Village of Homewood.

C. Anthony Billo for the position of Chief Building Inspector in the Building Department.

11. Omnibus Vote: Consider a motion to pass, approve, authorize, accept, or award the following item(s):

A. Budget Amendment/Lease Award/Bid Award/Outdoor Warning Sirens: Approve a budget amendment in the amount of \$7,271 to the 2022-23 Fire Department Sirens lease line item; and, award a lease to American Capital, which has the lowest interest rate for the emergency

warning sirens; and, award a bid to Federal Signal Corporation of University Park, IL for the replacement of three outdoor warning sirens in an amount not to exceed \$83,055.38 over five years; with the first year of a five-year lease cost of \$18,070.82.

B. M-2227/Sale of Surplus Property/Fire Department: Pass an ordinance authorizing the sale of 28 SCBA packs, 3 RIT packs, and 40 SCBA masks to the University of Illinois Fire Service Institute for the price of \$1.

C. MC-1064/Zoning Ordinance/Revision of Districts and Purposes: Pass an ordinance amending Chapter 44 of the Homewood Municipal Code clarifying the purposes of business districts within the Village and amending tables of permitted and special uses within residential and business districts.

12. New Business:

13. General Board Discussion

14. Adjourn

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Zoom Link: <https://zoom.us/>

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Select: JOIN A MEETING from menu at top right of page. Meeting I.D.: 980 4907 6232

Meeting Password: 830183. Enter an email address (required), or

- To Listen to the Meeting via Phone - Dial: (312) 626-6799

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VILLAGE OF HOMEWOOD  
BOARD OF TRUSTEES MEETING  
TUESDAY, AUGUST 9, 2022  
VILLAGE HALL BOARD ROOM

CALL TO ORDER: President Hofeld called the regular meeting of the Board of Trustees to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE: President Hofeld led trustees in the Pledge of Allegiance.

ROLL CALL: Clerk Marilyn Thomas called the roll. Those present were Village President Richard Hofeld, Trustee Karen Washington, Trustee Vivian Harris-Jones, Trustee Jay Heiferman and Trustee Lauren Roman. Trustee Lisa Purcell and Trustee Cece Belue were absent.

President Hofeld introduced staff present: Village Manager Napoleon Haney and Attorney Christopher Cummings.

MINUTES: The minutes of the meeting of July 26, 2022, were presented. There were no comments or corrections.

A motion was made by Trustee Washington and seconded by Trustee Heiferman to approve the minutes as presented.

***Roll Call: AYES—Trustees Washington, Harris-Jones, Heiferman and President Hofeld. NAYS – None. Trustee Roman abstained. Motion carried.***

CLAIMS LIST: The Claims List in the amount of \$662,126.18 was presented. There were no questions from the Trustees.

A motion was made by Trustee Washington and seconded by Trustee Heiferman to approve the Claims List as presented.

***Roll Call: AYES—Trustees Washington, Harris-Jones, Heiferman and Roman and President Hofeld. NAYS –None. Motion carried.***

President Hofeld said two items totaled 50 percent of the Claims List: \$240,233.48 for the August payment for employee insurance; \$93,453.15 to Thorn Creek Basin Sanitary District.

HEAR FROM THE AUDIENCE: President Hofeld invited anyone in the audience to discuss any item not on the agenda.

Zataunia Taitt asked for help in getting police to recognize her claim that she is a victim of identity theft. She said someone stole her identity and conducted fraud on her by taking over her property in Homewood. She is trying to get an eviction notice overturned. Ms. Taitt has spoken with Manager Haney already. When she appeared before the Board, she was advised to get an attorney to help her with her claims. There is nothing the Village can do to assist her.

A delegation from Homewood School District 153 shared information about an upcoming Nov. 8 tax referendum to raise the foundation level for the district by an estimated \$38 a month. The district's

foundation level hasn't been raised in 30 years. Board President Shelly Marks said failing to raise the rate would force the district to make substantial cuts that would diminish the quality of schools. The district already sold bonds in 2011 and 2016. The tax revenue would also eliminate the board's need to constantly go to voters for a bond sale.

Superintendent Scott McAlister said the additional money would also give the district revenue it could use to update the three school buildings that date to the 1950s and 1960s. It would also give the district a financial cushion.

Mike Dickover is heading up the support group for the referendum. He asked anyone interested in supporting the school referendum to join the group.

Ms. Marks asked the board for a resolution that would support the referendum. President Hofeld said her request would be taken under advisement.

**Omnibus Vote:** The board was asked to consider a motion to pass, approve, authorize, accept, or award the following items:

- A. Reappointments/Appeal Commission/Economic Development Committee: Approve the reappointments of John Zander to the Appearance Commission for a three-year term ending on August 9, 2025; Terry Keigher to the Economic Development Committee for a two-year term ending on August 9, 2024; and, Craig Schmidt to the Economic Development Committee for a two-year term ending on August 9, 2024.
- B. MC-1063/Tobacco Retailer License/Standards, Classes, and Limits: Pass an ordinance amending the Municipal Code to set standards for the review of tobacco license applications, create two separate classes of tobacco licenses (class 1 and class 2), and limit the allowed number of tobacco licenses in the Village to 17 class 1 licenses and one class 2 license. Any new licenses will be approved by the Village Board.
- C. M-2226/Tobacco Retailer License/Fee Schedule Revision: Pass an ordinance amending the "Business License" section of the Fee Schedule as it pertains to tobacco retailer license fees; establishing the fee for a Class 1 Tobacco Retailer License at \$600 and the fee for a Class 2 Tobacco Retailer License at \$1,200.

A motion was made by Trustee Roman and seconded by Trustee Washington to approve the Omnibus Report as presented.

**Roll Call:** *AYES—Trustees Washington, Harris-Jones, Heiferman and Roman and President Hofeld. NAYS –None. Motion carried.*

**NEW BUSINESS:** MC-1064/Zoning Ordinance Text Amendment/Places of Public Assembly. The board deferred action on this item.

**GENERAL BOARD DISCUSSION:** Trustee Heiferman reminded everyone to watch for school children as schools reopen this month.

**ADJOURN:** A motion was made by Trustee Roman and seconded by Trustee Washington to adjourn the regular meeting of the Board of Trustees.

The meeting adjourned at 7:23 p.m.

Respectfully submitted,

Marilyn Thomas

Village Clerk

August 9, 2022

I am Zataunia Taitt a resident of Homewood for almost 23 years on August 26th, I am disabled and I am a victim of Mortgage and Financial Institution Fraud that involves my real estate being stolen from me. This real estate theft has resulted in an Order of the Court to evict me and my family from our home that we have three Warranty Deeds that have been recorded that proves my ownership of my property. LCVC Properties and Management Group LLC claimed to have purchased my property online at auction.com and wire transferred \$160,500.00 for that unlawful sale. That company LLC has stolen my identity and assumed a mortgage that names me as the borrower and my social security number is associated with this fraudulent mortgage loan. In spite of these facts, the Homewood Police Department refuses to take a police report so that I can get justice due.

to this criminal theft of  
my property and the criminal  
theft of my identity,

Thank you

Signed

Zataunia Taft

Zataunia Taft

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Home address TT. 16430

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Name	Description	DEPARTMENT	Net Invoice Amount
ALLOY SLING CHAIN INC	VEHICLE MAINT DEPT INSPECTION	PUBLIC WORKS	700.00
Total ALLOY SLING CHAIN INC:			700.00
ALRO STEEL CORPORATION	STEEL	PUBLIC WORKS	328.39
Total ALRO STEEL CORPORATION:			328.39
ALTA EQUIPMENT COMPANY	L&M DEPT REPAIR PARTS	PUBLIC WORKS	219.35
ALTA EQUIPMENT COMPANY	L&M DEPT REPAIR PARTS	PUBLIC WORKS	219.35
ALTA EQUIPMENT COMPANY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	320.43
ALTA EQUIPMENT COMPANY	MOWER	PUBLIC WORKS	4,530.00
Total ALTA EQUIPMENT COMPANY:			5,289.13
AMAZON CAPITAL SERVICES, I	WATER PLANT SAMPLE SINK	PUBLIC WORKS	129.99
Total AMAZON CAPITAL SERVICES, INC:			129.99
AMERICAN LAWN CORP LLC	GRASS CUTTING	FIRE DEPARTMENT	265.38
AMERICAN LAWN CORP LLC	GRASS CUTTING	FIRE DEPARTMENT	608.97
AMERICAN LAWN CORP LLC	GRASS CUTTING	FIRE DEPARTMENT	200.00
Total AMERICAN LAWN CORP LLC:			1,074.35
ANDREWS PRINTING	VILLAGE PRESIDENT BUSINESS CARDS	MANAGER'S OFFICE	540.00
Total ANDREWS PRINTING:			540.00
ANTHONY CARPENTER	WINDOW WASHING RIDGE RD	MANAGER'S OFFICE	40.00
Total ANTHONY CARPENTER:			40.00
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL	ASSETS	2,250.31
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL	ASSETS	2,213.50
AVALON PETROLEUM COMPAN	VEHICLE MAINT DEPT OIL	PUBLIC WORKS	1,750.10
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE	ASSETS	9,480.00
Total AVALON PETROLEUM COMPANY:			15,693.91
BK EQUIPMENT CO	FUEL SYSTEM SOFTWARE	PUBLIC WORKS	3,000.00
Total BK EQUIPMENT CO:			3,000.00
BLOCKER ARLA	BEAUTIFICATION AWARDS SUPPLIES	PUBLIC WORKS	35.11
Total BLOCKER ARLA:			35.11
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	FIRE DEPARTMENT	1,124.33
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	FIRE DEPARTMENT	116.64
Total BOUND TREE MEDICAL LLC:			1,240.97
C & M PIPE SUPPLY	WATER MAIN PARTS	PUBLIC WORKS	464.00
Total C & M PIPE SUPPLY:			464.00



Name	Description	DEPARTMENT	Net Invoice Amount
CHARLES MARTIN	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	502.40
Total CHARLES MARTIN:			502.40
CHEVROLET OF HOMEWOOD	STREET DEPT REPAIR PARTS	PUBLIC WORKS	335.12
Total CHEVROLET OF HOMEWOOD:			335.12
CHICAGO TIRE INC.	VEHICLE MAINT DEPT TIRES	PUBLIC WORKS	1,142.00
Total CHICAGO TIRE INC.:			1,142.00
CITY OF HARVEY WATER	JULY WATER PURCHASED 13-15	PUBLIC WORKS	108,967.22
CITY OF HARVEY WATER	JULY WATER PURCHASED 13-15	PUBLIC WORKS	66,821.35
CITY OF HARVEY WATER	JULY WATER PURCHASED 13-16	PUBLIC WORKS	66,821.35
CITY OF HARVEY WATER	JULY WATER PURCHASED 13-16	PUBLIC WORKS	120,765.53
Total CITY OF HARVEY WATER:			363,375.45
CUSTOM PLATE GLASS	WINDOW REPLACEMENT	PUBLIC WORKS	910.00
CUSTOM PLATE GLASS	REPLACEMNET FRONT DOOR	PUBLIC WORKS	740.00
Total CUSTOM PLATE GLASS:			1,650.00
DACAV GRAPHICS INC	QUARTERMASTER	FIRE DEPARTMENT	105.00
Total DACAV GRAPHICS INC:			105.00
DAILY SOUTHTOWN	NEWSPAPER SUBSCRIPTION	MANAGER'S OFFICE	53.05
Total DAILY SOUTHTOWN:			53.05
DANIEL PORTER	FALL FEST BALANCE	MANAGER'S OFFICE	900.00
Total DANIEL PORTER:			900.00
DELTA SONIC CAR WASH	VEHICLE WASHES	PUBLIC WORKS	359.82
DELTA SONIC CAR WASH	VEHICLE WASHES	PUBLIC WORKS	18.00
Total DELTA SONIC CAR WASH:			377.82
DENNIS GIOMETTI	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	512.00
Total DENNIS GIOMETTI:			512.00
DOERR BRYON	LICENSES	PUBLIC WORKS	30.00
Total DOERR BRYON:			30.00
DOLPHUS LEE CHANEY	FARMER'S MARKET ENTERTAINMENT	MANAGER'S OFFICE	75.00
Total DOLPHUS LEE CHANEY:			75.00
ELMER & SON LOCKSMITHS, IN	BLDG MAINT SUPPLIES	PUBLIC WORKS	21.00
Total ELMER & SON LOCKSMITHS, INC:			21.00

Name	Description	DEPARTMENT	Net Invoice Amount
EVT TECH	PW VEHICLE EQUIPMENT	PUBLIC WORKS	625.00
Total EVT TECH:			625.00
EXPERT CHEMICAL	OPERATING SUPPLIES	FIRE DEPARTMENT	540.02
Total EXPERT CHEMICAL:			540.02
FAIRMEADOWS HOME HEALTH	MEDICAL SUPPLIES	FIRE DEPARTMENT	111.00
Total FAIRMEADOWS HOME HEALTH CENTER:			111.00
FEDERAL EXPRESS	EXPRESS POSTAGE FEES	MANAGER'S OFFICE	54.15
Total FEDERAL EXPRESS:			54.15
FIRST MIDWEST BANK/FINANC	IGFOA 2022 CONFERENCE REGISTRATION	MANAGER'S OFFICE	350.00
FIRST MIDWEST BANK/FINANC	LUNCH NEW WATER BILLING CLERK	PUBLIC WORKS	23.98
FIRST MIDWEST BANK/FINANC	ANNUAL CIVIC CONFERENCE	MANAGER'S OFFICE	215.00
FIRST MIDWEST BANK/FINANC	ANNUAL CIVIC CONFERENCE	MANAGER'S OFFICE	267.90
Total FIRST MIDWEST BANK/FINANCE:			856.88
FIRST MIDWEST BANK/FIRE	OFFICE SUPPLIES	FIRE DEPARTMENT	21.24
FIRST MIDWEST BANK/FIRE	TRAINING SUPPLIES	FIRE DEPARTMENT	78.99
FIRST MIDWEST BANK/FIRE	TRAINING SUPPLIES	FIRE DEPARTMENT	145.39
FIRST MIDWEST BANK/FIRE	TRAINING SUPPLIES	FIRE DEPARTMENT	64.49
FIRST MIDWEST BANK/FIRE	TRAINING SUPPLIES	FIRE DEPARTMENT	35.00
FIRST MIDWEST BANK/FIRE	OFFICE SUPPLIES	FIRE DEPARTMENT	369.98
FIRST MIDWEST BANK/FIRE	OPERATING SUPPLIES	FIRE DEPARTMENT	71.00
FIRST MIDWEST BANK/FIRE	TRAINING	FIRE DEPARTMENT	187.91
FIRST MIDWEST BANK/FIRE	TRAINING	FIRE DEPARTMENT	41.00
FIRST MIDWEST BANK/FIRE	OFFICE SUPPLIES	FIRE DEPARTMENT	54.30
FIRST MIDWEST BANK/FIRE	TRAINING	FIRE DEPARTMENT	395.92
Total FIRST MIDWEST BANK/FIRE:			1,465.22
FIRST MIDWEST BANK/MGRS	AVM RECRUITMENT	MANAGER'S OFFICE	199.00
FIRST MIDWEST BANK/MGRS	MONTHLY SUBSCRIPTION	MANAGER'S OFFICE	70.00
FIRST MIDWEST BANK/MGRS	NATIONAL NIGHT OUT	MANAGER'S OFFICE	375.00
FIRST MIDWEST BANK/MGRS	NATIONAL NIGHT OUT	MANAGER'S OFFICE	2.74
FIRST MIDWEST BANK/MGRS	MISCELLANEOUS	MANAGER'S OFFICE	50.08
FIRST MIDWEST BANK/MGRS	LUNCHEON WITH HF SUPERINTENDENT	MANAGER'S OFFICE	50.72
FIRST MIDWEST BANK/MGRS	BUSINESS AND ECONOMIC DEVELOPMENT TRAINING	MANAGER'S OFFICE	900.00
FIRST MIDWEST BANK/MGRS	RETURNED RUG	MANAGER'S OFFICE	89.00-
FIRST MIDWEST BANK/MGRS	GIFT CARDS FOR NATIONAL NIGHT OUT	MANAGER'S OFFICE	50.00
FIRST MIDWEST BANK/MGRS	MONTHLY SUBSCRIPTION	MANAGER'S OFFICE	70.00
FIRST MIDWEST BANK/MGRS	ADVERTISING	MANAGER'S OFFICE	316.00
FIRST MIDWEST BANK/MGRS	NATIONAL NIGHT OUT GIVEAWAYS	MANAGER'S OFFICE	236.53
FIRST MIDWEST BANK/MGRS	CELL PHONE CHARGING STATION	MANAGER'S OFFICE	32.68
FIRST MIDWEST BANK/MGRS	TV SERVICE	MANAGER'S OFFICE	4.20
FIRST MIDWEST BANK/MGRS	PHONE AND INTERNET SERVICE	MANAGER'S OFFICE	237.90
FIRST MIDWEST BANK/MGRS	PHONE AND INTERNET SERVICE	MANAGER'S OFFICE	419.24
FIRST MIDWEST BANK/MGRS	PHONE AND INTERNET SERVICE	MANAGER'S OFFICE	305.96
FIRST MIDWEST BANK/MGRS	INTERNET SERVICE	MANAGER'S OFFICE	313.70
FIRST MIDWEST BANK/MGRS	PHONE LINE SERVICE PW	MANAGER'S OFFICE	509.93
FIRST MIDWEST BANK/MGRS	FAX LINE SERVICE	MANAGER'S OFFICE	152.85

Name	Description	DEPARTMENT	Net Invoice Amount
FIRST MIDWEST BANK/MGRS	FAX LINE SERVICE	MANAGER'S OFFICE	90.24
FIRST MIDWEST BANK/MGRS	ZOOM WEBINAR ANNUAL SUBSCRIPTION	MANAGER'S OFFICE	149.90
FIRST MIDWEST BANK/MGRS	PARKLET DECOR	MANAGER'S OFFICE	285.88
Total FIRST MIDWEST BANK/MGRS:			4,733.55
FIRST MIDWEST BANK/POLICE	FLOOR MAT	POLICE DEPARTMENT	76.99
FIRST MIDWEST BANK/POLICE	GLOVES	POLICE DEPARTMENT	928.69
FIRST MIDWEST BANK/POLICE	POLICE TEST ADVERTISING	MANAGER'S OFFICE	140.00
FIRST MIDWEST BANK/POLICE	TRAINING SUPPLIES	POLICE DEPARTMENT	457.43
FIRST MIDWEST BANK/POLICE	DRY ERASE BOARD	POLICE DEPARTMENT	394.68
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	356.70
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	30.27
FIRST MIDWEST BANK/POLICE	POLICE TEST ADVERTISING	MANAGER'S OFFICE	348.00
FIRST MIDWEST BANK/POLICE	POLICE TEST ADVERTISING	MANAGER'S OFFICE	295.00
Total FIRST MIDWEST BANK/POLICE:			3,027.76
FIRST MIDWEST BANK/PUBLIC	AUDITORIUM	PUBLIC WORKS	341.53
FIRST MIDWEST BANK/PUBLIC	FURNACE MOTOR	PUBLIC WORKS	535.50
FIRST MIDWEST BANK/PUBLIC	UNIFORM BOOTS	PUBLIC WORKS	119.99
FIRST MIDWEST BANK/PUBLIC	WATER SERVICE	PUBLIC WORKS	88.30
FIRST MIDWEST BANK/PUBLIC	WATER SERVICE	PUBLIC WORKS	56.39
FIRST MIDWEST BANK/PUBLIC	WATER SERVICE	PUBLIC WORKS	184.21
FIRST MIDWEST BANK/PUBLIC	BUILDING SUPPLIES	PUBLIC WORKS	34.02
FIRST MIDWEST BANK/PUBLIC	TOOLS/SHELF	PUBLIC WORKS	195.88
FIRST MIDWEST BANK/PUBLIC	BLDNG SUPPLIES	PUBLIC WORKS	48.57
FIRST MIDWEST BANK/PUBLIC	TOOLS	PUBLIC WORKS	233.72
FIRST MIDWEST BANK/PUBLIC	BLDNG SUPPLIES	PUBLIC WORKS	490.00
FIRST MIDWEST BANK/PUBLIC	DRY ICE	PUBLIC WORKS	13.22
Total FIRST MIDWEST BANK/PUBLIC WORKS:			2,341.33
FLEET SAFETY SUPPLY	ACCIDENT REPAIR PARTS	PUBLIC WORKS	1,063.64
FLEET SAFETY SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	42.61
Total FLEET SAFETY SUPPLY:			1,106.25
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	158.25
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	12.52
FORD OF HOMEWOOD	VEHICLE PARTS	FIRE DEPARTMENT	125.96
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	142.00
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	19.16
FORD OF HOMEWOOD	PUBLIC WORKS REPAIR PARTS	PUBLIC WORKS	206.22
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	68.16
Total FORD OF HOMEWOOD:			732.27
G.W.BERKHEIMER CO INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	2.85
G.W.BERKHEIMER CO INC	PLUMBING REPAIRS	PUBLIC WORKS	117.94
G.W.BERKHEIMER CO INC	HVAC REPAIRS - PW	PUBLIC WORKS	174.72
Total G.W.BERKHEIMER CO INC:			295.51
GFC LEASING	COPIER/PRINTER LEASE - MO	MANAGER'S OFFICE	778.03

Name	Description	DEPARTMENT	Net Invoice Amount
Total GFC LEASING:			778.03
GMIS HEADQUARTERS	ANNUAL GMIS MEMBERSHIP	MANAGER'S OFFICE	200.00
Total GMIS HEADQUARTERS:			200.00
GORDON FLESCH CO, INC	MONTHLY PRINTER MAINTENANCE	MANAGER'S OFFICE	80.00
Total GORDON FLESCH CO, INC:			80.00
GRAINGER INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	33.90
GRAINGER INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	57.34
GRAINGER INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	68.77
GRAINGER INC	HVAC PARTS	PUBLIC WORKS	176.50
Total GRAINGER INC:			336.51
GREGORY KNOLL	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	762.29
Total GREGORY KNOLL:			762.29
HARRY BOEREMA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	369.60
Total HARRY BOEREMA:			369.60
HELSEL JEPPERSON ELECTRI	TRUCK SUPPLIES	PUBLIC WORKS	4.26
HELSEL JEPPERSON ELECTRI	TRUCK SUPPLIES	PUBLIC WORKS	62.53
HELSEL JEPPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	85.97
Total HELSEL JEPPERSON ELECTRICAL:			152.76
HISKES, DILLNER, O'DONNELL	CONTRACT/CONSULTING SERVICE	MANAGER'S OFFICE	2,802.99
Total HISKES, DILLNER, O'DONNELL:			2,802.99
HOME CLEANING CENTER OF	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	270.00
Total HOME CLEANING CENTER OF AM:			270.00
HOMER TREE CARE, INC	TRIM REQUESTS	PUBLIC WORKS	20,025.00
Total HOMER TREE CARE, INC:			20,025.00
HOMEWOOD DISPOSAL	DUMPSTER	PUBLIC WORKS	543.08
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	913.50
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	824.25
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	369.00
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	487.50
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	838.50
HOMEWOOD DISPOSAL	OPERATING SUPPLIES	PUBLIC WORKS	15.75
Total HOMEWOOD DISPOSAL:			3,991.58
IMBERT INTERNATIONAL	HVAC REPAIRS	PUBLIC WORKS	276.19

Name	Description	DEPARTMENT	Net Invoice Amount
Total IMBERT INTERNATIONAL:			276.19
INGALLS OCCUPATIONAL HEAL	CDL DRUG SCREEN	PUBLIC WORKS	53.00
INGALLS OCCUPATIONAL HEAL	PRE-EMPLOYMENT PHYSICAL	MANAGER'S OFFICE	250.00
Total INGALLS OCCUPATIONAL HEALTH:			303.00
INTERSTATE BATTERY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	273.90
Total INTERSTATE BATTERY:			273.90
INTERSTATE BILLING SERV, IN	WATER DEPT REPAIR PARTS	PUBLIC WORKS	254.90
INTERSTATE BILLING SERV, IN	VEHICLE MAINT TOOLS	PUBLIC WORKS	670.00
INTERSTATE BILLING SERV, IN	WATER DEPT REPAIR PARTS	PUBLIC WORKS	240.00
Total INTERSTATE BILLING SERV, INC:			1,164.90
IRMA	MAY DEDUCTIBLE	MANAGER'S OFFICE	609.69
IRMA	MAY DEDUCTIBLE	POLICE DEPARTMENT	1,443.79
IRMA	MAY DEDUCTIBLE	PUBLIC WORKS	2,977.82
Total IRMA:			5,031.30
JAMAR TECHNOLOGIES, INC	OPERATING SUPPLIES	PUBLIC WORKS	630.14
Total JAMAR TECHNOLOGIES, INC:			630.14
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	402.16
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	693.06
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	2,342.99
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	865.16
Total JONES PARTS & SERVICE INC:			4,303.37
K-FIVE CONSTRUCTION CORP	STREET RESURFACING PROGRAM	PUBLIC WORKS	171,495.42
Total K-FIVE CONSTRUCTION CORPORATION:			171,495.42
LAUTERBACH & AMEN LLP	AUDIT WORK 4/30/2022	MANAGER'S OFFICE	900.00
Total LAUTERBACH & AMEN LLP:			900.00
LEEPS SUPPLY CO INC	WATER SUPPLY FITTINGS/TESTING	PUBLIC WORKS	127.37
LEEPS SUPPLY CO INC	WATER SUPPLY FITTINGS/TESTING	PUBLIC WORKS	108.80
LEEPS SUPPLY CO INC	WATER SUPPLY FITTINGS/TESTING	PUBLIC WORKS	57.20
Total LEEPS SUPPLY CO INC:			293.37
LOTT #1 INC	PRISONER MEALS	POLICE DEPARTMENT	116.98
Total LOTT #1 INC:			116.98
M E SIMPSON CO INC	LEAK LOCATION	PUBLIC WORKS	595.00
Total M E SIMPSON CO INC:			595.00

Name	Description	DEPARTMENT	Net Invoice Amount
MAREN RONAN	LOBBYING SERVICES	MANAGER'S OFFICE	3,000.00
Total MAREN RONAN:			3,000.00
MARIAN KIEPURA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	288.00
Total MARIAN KIEPURA:			288.00
MARK ALEXANDER JR	FARMER'S MARKET ENTERTAINMENT	MANAGER'S OFFICE	75.00
MARK ALEXANDER JR	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	150.00
Total MARK ALEXANDER JR:			225.00
MCMaster CARR SUPPLY	BUILDING MAINTENANCE	PUBLIC WORKS	267.71
MCMaster CARR SUPPLY	BUILDING MAINTENANCE	PUBLIC WORKS	143.11
Total MCMaster CARR SUPPLY:			410.82
MENARDS INC	OPERATING SUPPLIES	MANAGER'S OFFICE	175.04
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	22.24
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	153.59
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	331.53
MENARDS INC	WATER PLANT DEHUMIDIFIERS	PUBLIC WORKS	336.98
MENARDS INC	DEHUMIDIFIER PARTS	PUBLIC WORKS	23.98
MENARDS INC	PARKLET DECOR ITEMS	MANAGER'S OFFICE	101.96
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	57.96
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	37.67
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	42.97
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	226.93
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	173.65
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	100.86
MENARDS INC	WATER PLANT SUPPLIES	PUBLIC WORKS	178.99
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	9.18
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	63.40
MENARDS INC	PARKLET CABINET ITEMS	MANAGER'S OFFICE	56.49
MENARDS INC	SHOP SUPPLIES	PUBLIC WORKS	43.79
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	70.00
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	15.12
MENARDS INC	CLEANING SUPPLIES	PUBLIC WORKS	26.28
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	76.98
MENARDS INC	CLEANING SUPPLIES	PUBLIC WORKS	64.96
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	61.42
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	9.99
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	30.43
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	57.64
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	25.36
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	179.98
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	132.49
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	9.21
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	28.50
MENARDS INC	PW OPERATING SUPPLIES	PUBLIC WORKS	71.92
Total MENARDS INC:			2,997.49
MICHAEL HOGER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	694.61

Name	Description	DEPARTMENT	Net Invoice Amount
Total MICHAEL HOGER:			694.61
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPARTMENT SUPPLIES	PUBLIC WORKS	43.49
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPARTMENT SUPPLIES	PUBLIC WORKS	7.96
MONARCH AUTO SUPPLY	VEHICLE MAINTENANCE SUPPLIES	PUBLIC WORKS	100.86
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPARTMENT SUPPLIES	PUBLIC WORKS	21.59
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPARTMENT SUPPLIES	PUBLIC WORKS	57.72
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	25.78
MONARCH AUTO SUPPLY	ADMIN TRUCK PART	PUBLIC WORKS	1,299.00
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPARTMENT SUPPLIES	PUBLIC WORKS	105.78
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	151.13
MONARCH AUTO SUPPLY	VEHICLE MAINTENANCE SUPPLIES	PUBLIC WORKS	6.49
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	196.45
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	95.70
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	469.56
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	56.15
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	48.09
MONARCH AUTO SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	22.20
Total MONARCH AUTO SUPPLY:			2,707.95
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES - ALARMS	POLICE DEPARTMENT	35.99
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES - ABC	POLICE DEPARTMENT	720.50
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES - MOVE	POLICE DEPARTMENT	428.32
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES - P/C TICKETS	POLICE DEPARTMENT	602.27
Total MUNICIPAL COLLECTION SERVICES:			1,787.08
MUNICIPAL EMERGENCY SERV	TURNOUT GEAR	FIRE DEPARTMENT	46.00
Total MUNICIPAL EMERGENCY SERVICES, INC:			46.00
MUNICIPAL SYSTEMS LLC	MOVE/ABC HEARING COMMISSION	POLICE DEPARTMENT	436.20
MUNICIPAL SYSTEMS LLC	ADMINISTRATIVE HEARING COMMISSION	POLICE DEPARTMENT	742.00
Total MUNICIPAL SYSTEMS LLC:			1,178.20
NICOR	JULY UTILITIES	PUBLIC WORKS	475.22
NICOR	JULY UTILITIES	PUBLIC WORKS	167.78
NICOR	JULY UTILITIES	PUBLIC WORKS	538.66
Total NICOR:			1,181.66
PLANT MARVEL LABORATORIE	FLOWER FERTILIZER	PUBLIC WORKS	610.50
Total PLANT MARVEL LABORATORIES INC:			610.50
QUINCY COMPRESSOR, LLC	VEHICLE MAINT REPAIR PARTS	PUBLIC WORKS	68.61
QUINCY COMPRESSOR, LLC	PW CONTRACTUAL SERVICE	PUBLIC WORKS	620.00
QUINCY COMPRESSOR, LLC	VEHICLE MAINT REPAIR PARTS	PUBLIC WORKS	68.51
Total QUINCY COMPRESSOR, LLC:			757.12
RAYMOND PRESNAK	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	297.84

Name	Description	DEPARTMENT	Net Invoice Amount
Total RAYMOND PRESNAK:			297.84
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION	PUBLIC WORKS	62.50
Total RELIANCE SAFETY LANE & SERVICE:			62.50
REPUBLIC SERVICES	OFFICE SUPPLIES DISPOSABLES	FIRE DEPARTMENT	65.35
Total REPUBLIC SERVICES:			65.35
ROEDA, INC	OPERATING SUPPLIES	PUBLIC WORKS	38.00
Total ROEDA, INC:			38.00
RR MULCH & SOIL, LLC	BLACK DIRT	PUBLIC WORKS	240.00
Total RR MULCH & SOIL, LLC:			240.00
SARAH JOHANNA MEEKS	CONTRACTUAL SERVICES 7/31-8/6/2022	MANAGER'S OFFICE	405.00
Total SARAH JOHANNA MEEKS:			405.00
SEAN NETTLE	BEAUTIFICATION AWARDS CAKE	PUBLIC WORKS	59.73
Total SEAN NETTLE:			59.73
SHERWIN INDUSTRIES INC	TUFF CURB SYSTEM END CAPS	PUBLIC WORKS	267.59
Total SHERWIN INDUSTRIES INC:			267.59
SO SUB MAYORS & MANAGERS	GIS CONSORTIUM MEMBERSHIP DUES 5/1/22-4/30/23	MANAGER'S OFFICE	4,200.00
SO SUB MAYORS & MANAGERS	GIS CONSORTIUM MEMBERSHIP DUES 5/1/22-4/30/23	PUBLIC WORKS	4,200.00
Total SO SUB MAYORS & MANAGERS ASSOC:			8,400.00
SOUTH SUBURBAN HUMANE S	ANIMAL IMPOUND FEES	POLICE DEPARTMENT	200.00
Total SOUTH SUBURBAN HUMANE SOCIETY:			200.00
STANARD & ASSOCIATES INC.	PSYCHOLOGICAL TEST	MANAGER'S OFFICE	450.00
Total STANARD & ASSOCIATES INC.:			450.00
SWIFT SAW & TOOL SUPPLY	SHOP SUPPLIES	PUBLIC WORKS	930.30
SWIFT SAW & TOOL SUPPLY	VEHICLE MAINT DEPARTMENT SUPPLIES	PUBLIC WORKS	33.00
Total SWIFT SAW & TOOL SUPPLY:			963.30
T.P.I.	PLAN REVIEWS FOR JULY 2022	FIRE DEPARTMENT	1,958.78
Total T.P.I.:			1,958.78
TERMINAL SUPPLY COMPANY	PW OPERATING SUPPLIES	PUBLIC WORKS	306.61
Total TERMINAL SUPPLY COMPANY:			306.61



Name	Description	DEPARTMENT	Net Invoice Amount
TERMINIX PROCESSING CNTR	PEST CONTROL/PD - PW	PUBLIC WORKS	109.00
TERMINIX PROCESSING CNTR	PEST CONTROL - FD	PUBLIC WORKS	110.00
Total TERMINIX PROCESSING CNTR:			219.00
THE EAGLE UNIFORM CO, INC	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	190.00
Total THE EAGLE UNIFORM CO, INC:			190.00
TIMOTHY HANNIG	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	393.60
Total TIMOTHY HANNIG:			393.60
T-MOBILE	T-MOBILE	MANAGER'S OFFICE	887.20
Total T-MOBILE:			887.20
TRACE ANALYTICS INC	BREATHING APPARATUS - FD	FIRE DEPARTMENT	92.17
Total TRACE ANALYTICS INC:			92.17
TRL TIRE SERVICE	POLICE PATROL TIRE	PUBLIC WORKS	145.47
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	1,123.38
Total TRL TIRE SERVICE:			1,268.85
TRONC	LEGAL NOTICES	MANAGER'S OFFICE	61.51
Total TRONC:			61.51
ULTIMATE RENTAL SERVICES	FALL FEST	MANAGER'S OFFICE	3,483.60
Total ULTIMATE RENTAL SERVICES:			3,483.60
UTERMARK & SONS	GRASS CUTTING	FIRE DEPARTMENT	126.07
Total UTERMARK & SONS:			126.07
VERIZON CONNECT NWF INC.	PUBLIC WORKS GPS	PUBLIC WORKS	249.47
Total VERIZON CONNECT NWF INC.:			249.47
VERIZON WIRELESS	MOBILE PHONE SERVICE-ALL DEPTS	MANAGER'S OFFICE	603.55
Total VERIZON WIRELESS:			603.55
WALTS FOOD CENTER	NATIONAL NIGHT OUT SUPPLIES	MANAGER'S OFFICE	45.56
Total WALTS FOOD CENTER:			45.56
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	92.98
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES DISPOSABLES	PUBLIC WORKS	123.85
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	192.11
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	28.44
WAREHOUSE DIRECT OFFICE	POST IT NOTES	MANAGER'S OFFICE	6.80
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-FIN	MANAGER'S OFFICE	15.85

Name	Description	DEPARTMENT	Net Invoice Amount
Total WAREHOUSE DIRECT OFFICE PDTS:			460.03
WENTWORTH TIRE SERVICE INC	CONTRACTUAL SERVICE	PUBLIC WORKS	231.00
Total WENTWORTH TIRE SERVICE INC:			231.00
WEX HEALTH, INC	FSA - MONTHLY FEE	MANAGER'S OFFICE	297.50
Total WEX HEALTH, INC:			297.50
WORKING WELL	PHYSICALS - FD	FIRE DEPARTMENT	1,167.00
WORKING WELL	PHYSICALS	PUBLIC WORKS	180.00
Total WORKING WELL:			1,347.00
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	89.24
Total ZOLL MEDICAL CORPORATION:			89.24
Grand Totals:			668,300.44

Dated: \_\_\_\_\_

Village Clerk: \_\_\_\_\_

**R-3120**

**A RESOLUTION HONORING KAREN WASHINGTON  
FOR HER SERVICE ON THE  
BOARD OF TRUSTEES OF THE VILLAGE OF HOMEWOOD**

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- WHEREAS,** Karen Washington diligently served as Village Clerk for the Village of Homewood from July 2012 to September 2014; and,
- WHEREAS,** Karen Washington has faithfully served as a Trustee for the Village Board of Trustees for eight years; and,
- WHEREAS,** Whereas Karen Washington's exemplar demeanor and leadership has helped guide the Village through and to various project completions, financial decisions, and accomplishments; and,
- WHEREAS,** Karen Washington has been a staple of the Board's good governance, professional civility, and careful and meticulous decision making; and,
- WHEREAS,** Karen Washington's leadership has proven that kindness, calmness, temperance, and balance are important leadership traits that add value to the Village Board of Trustees and are discernable and necessary leadership characteristics.

**NOW THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Homewood, that

**KAREN WASHINGTON**

be honored and commended for her dedication and commitment in fulfilling the duties and responsibilities of Village Trustee.

This Resolution passed this 23<sup>rd</sup> day of August, 2022.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: August 23, 2022

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Bob Grabowski, Fire Chief

**Topic:** Oath of Office – Full Time Firefighter/Paramedic

### PURPOSE

Kyle Adams was hired as a full-time Firefighter/Paramedic effective August 8, 2022 to fill a vacancy in the Fire Department. Kyle is ready to take the oath of office at the August 23, 2022 Board meeting.

### PROCESS

The Fire Department, with authorization from the Homewood Fire and Police Board of Commissioners, successfully completed the required background check and testing processes to hire one candidate from the September 2020 to September 2022 Firefighter Eligibility Roster. Kyle Adams will be introduced before he takes the oath of office.

### FINANCIAL IMPACT

- **Funding Source:** N/A
- **Budgeted Amount:** N/A
- **Cost:** N/A

### LEGAL REVIEW

Not required

### RECOMMENDED BOARD ACTION

Request the Village Clerk to administer the oath of office to Kyle Adams for the position of full-time Firefighter/Paramedic.

### ATTACHMENT(S)

None



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: August 23, 2022

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Bob Grabowski, Fire Chief

**Topic:** Oath of Office – Chief Building Inspector

### PURPOSE

The Fire Department requests that the oath of office be administered to the recently hired Chief Building Inspector, Anthony Billo.

### PROCESS

With the retirement of the Village's former Building Inspector in December of 2021, it was decided to add a management position in the Building Division. The Building Inspector position will remain vacant, and the new Chief Building Inspector position will not only handle building inspections, but will also oversee and manage the day-to-day operations of the Building Department, including direct oversight of a two-person clerical staff, two part-time inspectors and part-time plumbing inspector.

After advertising for the new position, staff narrowed the list of candidates to three. After completing interviews, the decision was made to offer the position to a former Homewood building inspector Anthony (Tony) Billo. Tony comes to Homewood with many years of both residential and commercial construction experience. I will share his experience and related information when he is introduced to the Board.

### FINANCIAL IMPACT

- **Funding Source:** N/A
- **Budgeted Amount:** N/A
- **Cost:** N/A

### LEGAL REVIEW

Not required



**RECOMMENDED BOARD ACTION**

The Fire Department requests that the Village Clerk administer the oath of office to Anthony Billo for the position of Chief Building Inspector in the Building Department.

**ATTACHMENT(S)**

None



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: August 23, 2022

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Bob Grabowski, Fire Chief

**Topic:** Outdoor Warning Sirens

### PURPOSE

To award a bid for the replacement of the Village's three (3) outdoor weather warning sirens.

### PROCESS

The Fire Department advertised for bids in late June 2022 for the replacement of the Village's three outdoor warning sirens. There were four (4) bid packets requested by vendors; however, only one (1) packet was returned.

The returned packet was opened on July 6, 2022 at 7:30 a.m., as required. It was submitted by Federal Signal Corporation who subcontracted Braniff Communications to work together on the project. The opened bid from Federal Signal/Braniff Communications was listed at \$83,055.38.

#### *Financial Process*

The Finance Department had plans to lease the equipment to better maintain cash flow and avoid large single payments. The Village initially anticipated the sirens to cost somewhere around \$50,000, so the Village budgeted \$10,800 as the annual lease cost for a 5-year lease. Unfortunately, supply chain shortages greatly inflated the actual cost to purchase the warning sirens. The sirens have an actual purchase cost of \$83,055.38, which increases the new lease payments to \$18,070.82 over a 5-year period (*this annual lease payment includes a total finance cost of \$7,302.35 spread over the same 5 years*).

Three quotes for leases were obtained in July. The Fire Department needed to move this purchase to August as it needed further review. That required we offer our lease vendors the opportunity to update their quotes. Two updated their quotes, and one dropped out. In August, our lowest interest cost quote was American Capital at 4.40%.



## FINANCIAL IMPACT

- **Funding Source:** General Fund
- **Previous Budgeted Amount (annual lease payment):** \$10,800.00
- **Amended Budgeted Amount (annual lease payment):** \$18,070.82
- **Required Budget Amendment:** \$7,271.00
- **Cost:** \$83,055.38 over five years

## LEGAL REVIEW

Completed

## RECOMMENDED BOARD ACTION

Approve a budget amendment in the amount of \$7,271 to the 2022-23 Fire Department Sirens lease line item; and, award a lease to American Capital, which has the lowest interest rate for the emergency warning sirens; and, award a bid to Federal Signal Corporation of University Park, IL for the replacement of three outdoor warning sirens in an amount not to exceed \$83,055.38 over five years; with the first year of a five-year lease cost of \$18,070.82.

## ATTACHMENT(S)

- Summary worksheet of lease quotes
- Quote
- Agreement



**US Bank****Five year Lease (bid in July but no bid in August)**

YEAR	LEASED AMOUNT	FINANCE CHARGE	PRINCIPAL	PAYMENT
2022		-		
2023		-	-	
2024		-	-	
2025		-	-	
2026		-	-	

**NOTE:** US BANK DROPPED THIS LEASE GROUP IN LATE JULY 2022**American Capital****Five year Lease @ 4.40%, annual payments, with First Payment up-front**

YEAR	LEASED AMOUNT	FINANCE CHARGE	PRINCIPAL	PAYMENT
2022	83,055.38	-	18,070.82	18,070.82
2023	64,984.56	2,859.32	15,211.50	18,070.82
2024	49,773.06	2,190.01	15,880.81	18,070.82
2025	33,892.26	1,491.26	16,579.56	18,070.82
2026	17,312.69	761.76	17,309.06	18,070.82
		<b>7,302.35</b>		

**Tax Exempt Leasing Corp.****Five year Lease @ 4.99%, annual payments, with First Payment up-front**

YEAR	LEASED AMOUNT	FINANCE CHARGE	PRINCIPAL	PAYMENT
2022	83,055.38	-	18,266.88	18,266.88
2023	64,788.50	3,232.95	15,033.93	18,266.88
2024	49,754.57	2,482.75	15,784.13	18,266.88
2025	33,970.44	1,695.12	16,571.76	18,266.88
2026	17,398.68	868.19	17,398.69	18,266.88
		<b>8,279.02</b>		

## PRODUCT SUPPLY AGREEMENT

THIS PRODUCT SUPPLY AGREEMENT ("Agreement") is made as of the 28th day of July, 2022, by and between the Village of Homewood, Illinois (the "Buyer") and Federal Signal Corporation ("Seller").

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, Seller and Buyer agree as follows:

1. **Products.** Pursuant hereto, Seller shall sell to Buyer, and Buyer shall purchase from Seller, those outdoor warning sirens ("Products") described on Seller's Quotation #SYSQ9214 set forth as Exhibit A attached hereto, incorporated into and made a part hereof.
2. **Price.** The purchase price ("Price") for the Products is payable in the manner and at the times described on Exhibit A.
3. **Warranty.** The Products are sold subject to Seller's limited warranty policy set forth as Exhibit B attached hereto, incorporated into and made a part hereof. Buyer's remedies for Seller's breach of warranty shall be limited to only those remedies provided in such policy. Except as set forth in such policy, Seller disclaims all other warranties implied at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
4. **Terms and Conditions of Sale.** Products sold hereunder are sold subject to Seller's SSG Terms and Conditions of Sale set forth as Exhibit C attached hereto, incorporated into and made a part hereof.
5. **Severability; Headings.** Any provision hereunder found to be legally unenforceable shall be deemed deleted and replaced with a legally enforceable provision having the closest possible intent. All other provisions shall remain in full force and effect. Headings and subheadings are for convenience only and shall not be construed to limit the applicability of individual provisions. Inconsistent provisions shall be resolved in favor of this Agreement, the Quotation and the Terms and Conditions of Sale, in that order.
6. **Counterparts.** This Agreement may be executed in one or more counterparts, including by electronic signature, and each counterpart shall be deemed an original but all counterparts together shall constitute only one document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties below, as of the date set forth above.

VILLAGE OF HOMEWOOD, ILLINOIS

FEDERAL SIGNAL CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

And

And

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A  
Seller's Quotation  
(Attached)

Number : **SYSQ9214**

 Date : **06/22/2022**

 Expiration Date : **07/10/2022**
**Quoted**
**Company:**  
**Homewood Fire Department**

 17950 Dixie Highway  
 Homewood, IL 60430

**To:**  
**Steve De Jong**  
 708-206-3404  
 sdejong@homewoodil.gov

**Your Sales Rep:**  
**Teague Cliff**  
 Central Region Sales Manager  
 Phone +630-247-3835  
 tcliff@fedsig.com

**Prepared By:**  
**Teague Cliff**  
 Central Region Sales Manager  
 Phone +630-247-3835  
 tcliff@fedsig.com

**Notes:**  
 Here is the quote you requested.

Project Ref:

**Homewood IL**

Terms				Ship Via	FOB
NET 30 With Account Approval				Ex-Works, University Park, IL	Origin
Line	Qty	Part Number	Description	Unit Price	Ext. Price
<b>Proposal for Three (3) New 2001-130 series Outdoor Warning Sirens</b>					
			New Warning Sirens & Controls		
1	3	2001-130	Electro-mechanical rotating siren, 130 db(C) 800Hz	\$7,728.00	\$23,184.00
2	3	DCFCBH	CNTL, DC, ONE-WAY, HIGH BAND	\$5,278.00	\$15,834.00
3	3	2001TRBP	TRANSFORMER RECTIFIER PLUS	\$2,469.00	\$7,407.00
Project Management & Performance Bond					
4	1	ISYS-ENG	Project Management	\$2,500.00	\$2,500.00
5	1	ES-PERFBOND	Performance Bond	\$696.38	\$696.38
Installation Services					
6	3	TK-IO-CUSTINS	Installation Services, Custom, Installation of new 2001-130 series siren equipment on new 55' Class 2 treated timber poles including related installer-provided material/hardware. Includes standard duty batteries, B1360W antenna hardware and siren commissioning services.	\$8,825.00	\$26,475.00
7	1	TK-IO-CUSTINS	Field Services, Removal, haul-away and disposal of three (3) existing warning sirens (excluding existing timber poles).	\$5,700.00	\$5,700.00
8	1	TK-IO-CRTPAY-CU	ADMIN FEE-Prevailing Wage/Certified Payroll/Davis-Bacon Act.	\$1,259.00	\$1,259.00
9	1	FREIGHTANS	Shipping & Handling Fees - GROUND Only	\$0.00	\$0.00

This quotation is expressly subject to acceptance by Buyer of all terms stated on this and Federal Signal's terms of sale (available on request). Any exception to or modifications of such terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or office of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of Federal Signal's terms. Any such order shall be subject to acceptance by Seller in its discretion. Prices Subject To Change - Prices Based Upon Total Purchase - All Delivery, Training Or Consulting Services To Be Billed At Published Rates For Each Activity Involved. We Shall Not Be Liable For Any Loss Of Profits, Business, Goodwill, Data, Interruption Of Business, Nor For Incidental Or Consequential Merchantability Or Fitness Of Purpose, Damages Related To This Agreement.

Line	Qty	Part Number	Description	Unit Price	Item 11. A.
Lead Time:					
				SubTotal	\$83,055.38
				Tax	
				Total USD	\$83,055.38
				Recurring Totals	\$0.00

This quotation is expressly subject to acceptance by Buyer of all terms stated on this and Federal Signal's terms of sale (available on request). Any exception to or modifications of such terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or office of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of Federal Signal's terms. Any such order shall be subject to acceptance by Seller in its discretion. Prices Subject To Change - Prices Based Upon Total Purchase - All Delivery, Training Or Consulting Services To Be Billed At Published Rates For Each Activity Involved. We Shall Not Be Liable For Any Loss Of Profits, Business, Goodwill, Data, Interruption Of Business, Nor For Incidental Or Consequential Merchantability Or Fitness Of Purpose, Damages Related To This Agreement.

Quote Number

**SYSQ9214**

*Tague Cliff*

Item 11. A.

Quote Approved By: \_\_\_\_\_

Closing Notes:

Taxes

Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

Cancellation Schedule - Material:

-Percentages shown are of total order value with weeks representing number of weeks from receipt of official order:

10% after 2 weeks.

20% after 4 weeks.

40% after 6 weeks.

80% after 8 weeks.

Cancellation Schedule - Services:

-If any cancellation of scheduled service visit occurs, Federal Signal reserves the right to impose cancellation charges as follows:

-Cancellation of visit within 7 days of mobilization - 50% of agreed upon labor and incurred expenses plus handling fee.

-Cancellation of visit within 2 days of mobilization - 100% of agreed upon labor and incurred expenses plus handling fee.

Delivery Schedule:

-From receipt of official purchase order, delivery is based upon the agreed upon schedule. Production does not commence until receipt of approved drawings to Code B(approved with comments)

Warranty/Guarantee:

Please see Federal Signal Limited Warranty Terms and Conditions document (attached)

Storage Charges:

-0.5% storage charge per month on total amount of invoice applies if product is not pickup/shipped within two weeks after signed FAT.

Equipment - NET30 upon shipment, Services - NET30 as completed

Delivery estimated at 8 to 10 weeks via Braniff Communications.

Quote Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

This quotation is expressly subject to acceptance by Buyer of all terms stated on this and Federal Signal's terms of sale (available on request). Any exception to or modifications of such terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or office of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of Federal Signal's terms. Any such order shall be subject to acceptance by Seller in its discretion. Prices Subject To Change - Prices Based Upon Total Purchase - All Delivery, Training Or Consulting Services To Be Billed At Published Rates For Each Activity Involved. We Shall Not Be Liable For Any Loss Of Profits, Business, Goodwill, Data, Interruption Of Business, Nor For Incidental Or Consequential Merchantability Or Fitness Of Purpose, Damages Related To This Agreement.

Quote Number

**SYSQ9214**

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EXHIBIT B

Seller's Standard Warranty

*(Attached)*



## LIMITED WARRANTY POLICY

Effective March 1, 2022

Federal Signal Corporation ("Federal Signal"), subject to the terms, conditions and exceptions contained herein, warrants each NEW product to be free from defects in material and workmanship, under normal and proper use, care, maintenance and required service only. Start of Warranty, Warranty periods and exceptions to the foregoing Limited Warranty are contained on the Schedule of Products included in this document and are subject to change at the sole discretion of Federal Signal.

### SPECIFIC EXCLUSIONS AND EXCEPTIONS

This Limited Warranty does NOT apply nor is it extended to products that are not manufactured by Federal Signal. These products may be covered by a separate limited warranty provided by the particular manufacturer and all claims and questions regarding the same are to be directed to the particular manufacturer. Goods sourced by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded. Repair or replacement of any product(s) or part(s) under this warranty does NOT extend the term of this warranty, and such product(s) or part(s) shall remain covered by the unexpired portion of the warranty period or for ninety (90) days from the date of return to Federal Signal, whichever is later. This limited warranty applies ONLY to the initial or first installation of the product. This limited warranty shall not apply to products (1) that have been subjected to neglect, abuse, misuse, improper installation, inadequate maintenance, or damage due to improper use of cleaning or cleaning materials or chemicals, or non-compliance with Federal Signal's storage, installation, operation, maintenance or environmental requirements; (2) that have undergone any modification or repair not previously authorized by Federal Signal in writing, or service, repair or modification by or from any facility other than an authorized Federal Signal service center or technician, or that use non-authorized software or spare or replacement parts; or (3) that fail due to reasonable and normal use or wear and tear, or materials made, furnished or specified by the Buyer or end user.

During the specific warranty periods set forth below, Federal Signal will, at its sole option, repair or replace the product(s) or particular part(s) that are found to be defective in either material or workmanship or, in its sole discretion refund the purchase price for such product(s) or part(s), which are returned or delivered, transport or shipping prepaid by the Buyer or end user, to either Federal Signal or its designated and authorized warranty service center. This limited warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product(s) or part(s), or labor charges for removal and re-installation of the product.

No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties, to extend the term or duration of this warranty, or to assume any other liability on behalf of Federal Signal in connection with the sale, servicing or repair of any product manufactured by the Federal Signal.

Federal Signal reserves the right to make design changes and improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

The use in the product of any part other than parts approved by Federal Signal may invalidate this warranty. Federal Signal reserves the right to determine, in its sole discretion, if the use of non-approved parts invalidates this warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE. ALL OTHER WARRANTIES OF WHATSOEVER KIND AND NATURE, WHETHER EXISTING IN CONTRACT OR AT LAW, ARE HEREBY AND FOREVER DISCLAIMED.

UNDER NO CIRCUMSTANCES WILL FEDERAL SIGNAL BE LIABLE OR RESPONSIBLE FOR SPECIAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST SALES, OR LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY BY OR THROUGH THE USE OF THE PRODUCT. FEDERAL SIGNAL'S SOLE AND MAXIMUM LIABILITY WITH RESPECT TO THE PRODUCT, OTHER THAN ITS OBLIGATIONS SET FORTH ABOVE, SHALL BE THE TOTAL PURCHASE PRICE PAID FOR THE PRODUCT.





## LIMITED WARRANTY— schedule of products

Federal Signal Corporation – Public Safety Systems Division (Police, Fire/EMS, Work Truck)

	Warranty Period for Parts replacement from the date of manufacture stamped on the product	Warranty period for Factory Labor from the date of delivery to the first user-purchaser
<b>STANDARD WARRANTY COVERAGE</b>		
<b>AUDIBLE</b>		
Mounts, brackets, all other products not specifically listed below	3 years	3 years
<b>Speakers</b>	2 years	1 year
<b>Platinum 3000 Series</b>	5 years	5 years
<b>Pathfinder</b>	5 years	5 years
<b>LED Products</b>		
<b>All LED (Light Emitting Diode) products unless otherwise noted</b>	5 years	5 years
<b>LED rotating light assemblies from all light bars and beacons</b>	5 years	5 years
<b>MicroPulse LED lights</b> (shipped prior to January 1, 2021)	3 years	3 years
<b>MicroPulse LED lights</b> (shipped on or after January 1, 2021)	5 years	5 years
<b>416300 Series</b> (shipped prior to January 1, 2021)	3 years	3 years
<b>416300 Series</b> (shipped on or after January 1, 2021)	5 years	5 years
<b>MB1 LED Message Board</b>	3 years	3 years
<b>Commander Series Flex</b>	3 years	3 years
<b>COM550, COM750, COM1200</b>	3 years	3 years
<b>4200S, , 4200S SignalMaster, 4200S SignalMaster Arrow</b>	3 years	3 years
8200S, 8200S Signal Master, 8200S SignalMaster Arrow	3 years	3 years
COMFL Blue Forklift LED	2 years	2 years
SignalTech Lights	3 years	3 years
ICON Series	3 years	3 years
<b>STROBE PRODUCTS</b>		
<b>Strobe flash tubes</b>	1 year	1 year
<b>OTHER PRODUCTS</b>		
<b>Littlite Map lights</b>	5-year warranty on LED components Limited lifetime warranty on mechanical components	5-year warranty on LED components Limited lifetime warranty on mechanical components
<b>Reverse Camera/Monitor Systems</b>	3 years	3 years
<b>Stinger Spike Systems</b>	5 years	5 years
<b>PBX Series</b>	3 years	3 years
<b>Perimeter Light Programmer</b>	1 year	1 year
<b>DOT Flasher, Mounting Boxes, and Heated Lens</b>	3 years	3 years
<b>Atkinson Dynamics Intercoms</b>	2 years	1 year
Switch Boxes SW200, SW300, SW400SS	3 years	3 years
<b>Note: Domes, lenses, lamps, and batteries are NOT covered under warranty.</b>		



## Federal Signal Corporation – Systems Division

PRODUCT*	WARRANTY PERIOD FOR PARTS REPLACEMENT AND FACTORY PERFORMED LABOR**
Mechanical Siren 2001-130 / 508-128 / Equinox Eclipse8 / Model 2	5 years parts and labor from date of delivery, return to factory for service
<b>ELECTRONIC SIRENS</b>	
MOD1004B / MOD2008B / MOD3012B MOD4036B / MOD5020B / MOD6024B MOD8032B DSA2/3/4/5/6	2 years parts and labor from date of delivery, return to factory for service
<b>CONTROLLERS</b>	
SS2000+ FC Controllers DCFCTBD Controllers UVI / UVRI / UVIC Controllers	2 years parts and labor from date of delivery, return to factory for service
<b>SIGNALING DEVICES</b>	
Beacons / Speakers / Sounders ECHO Intercoms SelecTone Controllers AudioMaster products Atkinson Products	5 years parts and labor from date of delivery, return to factory for service  2 years parts and labor from date of delivery, return to factory for service
<b>MISCELLANEOUS</b>	
IP Informers / Radio Informers FT400BX	1 year parts and labor from date of delivery, return to factory for service
<b>OEM PRODUCTS (SUCH AS)</b>	
PC Equipment Field Devices Security and LPR products Batteries UPS Systems PABX Systems	Federal Signal utilizes the original manufacturer's warranty
<b>PAGA</b>	
PAGA	18 months from shipment or 12 months from commissioning/system field acceptance whichever is sooner covering parts and labor, return to factory for service
<b>SOFTWARE</b>	
Commander (SFCD-XX) SmartMsg	Free from defects for 12 months from date of acceptance, Software Maintenance Agreements available
<b>Federal Signal offers extended warranties and software maintenance agreements – contact Federal Signal for further information</b>	
<b>**On-site services not included</b>	
<b>*** Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded</b>	
<b>When Federal Signal has provided a turn-key installation including optimization and/or com-missioning services, Federal Signal will provide on-sit warranty service during the first 60-days after completion of the installation.</b>	



## Federal Signal Corporation – Signaling Division

PRODUCT TYPE		WARRANTY PERIOD FOR PARTS REPAIR OR REPLACEMENT
VISUAL SIGNALS		
Battery Powered Lights	5 years parts and labor from date of delivery. Return to factory for service.	
Incandescent Beacons		
LED Beacons		
Panel Mount Lights		
Status Indicators/Stack Lights		
Strobe Beacons		
AUDIBLE DEVICES		
Back-up Alarms	5 years parts and labor from date of delivery. Return to factory for service.	
Bells		
Horns		
Intercoms (excludes Atkinson Dynamics)		
Sirens (Model A, L, eSiren)		
Sounders		
Speakers		
Voice Guns		
MISCELLANEOUS		
Amplifiers	5 years parts and labor from date of delivery. Return to factory for service.	
Audible/Visual Combination Signals		
Audible and Visual Accessories		
AudioMaster products		
Audio Routers		
Extension Ringers		
Fire Alarms		
Initiating Devices		
Mounts and Brackets		
Power Supplies		
SelecTone® Tone Modules, Connector Kits, Controllers and Command Units		
ATKINSON DYNAMICS		
Intercoms	2 years parts and labor from date of delivery. Return to factory for service.	
Speakers		
FOR ALL RETURNS TO FACTORY FOR SERVICE, CONTACT FACTORY AT 708-534-4756, OR BY EMAIL IORDERSUO@FEDSIG.COM		

**FOR ALL RETURNS TO FACTORY FOR SERVICE, CONTACT FACTORY AT 708-534-4756, OR BY EMAIL [IORDERSUO@FEDSIG.COM](mailto:IORDERSUO@FEDSIG.COM)**

EXHIBIT C

Seller's Terms and Conditions of Sale

*(Attached)*



## SSG TERMS AND CONDITIONS OF SALE (Goods and Services)

Effective 11-22-2021

1. **DEFINITIONS.** In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgment of Buyer's order; "Services" means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.
2. **ORDERS; CONTRACT.** All orders must be in writing. The buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgment of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.
3. **EFFECTIVE DATE; CANCELATION.** The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgment or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the foregoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Seller shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:
  - 10% - if canceled more than 2 weeks from the Effective Date;
  - 20% - if canceled more than 4 weeks from the Effective Date;
  - 40% - if canceled more than 6 weeks from the Effective Date;
  - 80% - if canceled more than 8 weeks from the Effective Date.

Cancellation Schedule - Services:  
 If services are canceled within 1 week of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 50% of scheduled services will be charged. If services are canceled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged.
4. **PRICE AND PAYMENT TERMS.** Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.
 

Seller reserves the right to increase the quoted order price at any time before delivery to Buyer to reflect any increase in Seller's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Seller. Seller shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.
5. **TITLE; RISK OF LOSS.** Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.
6. **TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. **DELIVERY; FORCE MAJEURE.** Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as Repudiated.
8. **INSPECTION.** Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.
9. **DEDUCTIONS AND RETURNS.** Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.
10. **LIMITED WARRANTY.**
- NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL IMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.**
- A. Goods. Subject to the foregoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgment of Buyer's order may be found at [www.fedsig.com/SSG-Warranty](http://www.fedsig.com/SSG-Warranty), or maybe obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to [info@federalsignal.com](mailto:info@federalsignal.com); or by calling 708/534-3400.
- B. Services Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.
11. **REMEDIES AND LIMITATIONS OF LIABILITY.** The remedies contained the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the Contract, or the manufacture, sale, delivery or use of the Goods or Services exceed the purchase price of the Goods or Services. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.
12. **LIMITED INDEMNITY AGAINST INFRINGEMENT.** Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. **THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.**

13. **INTELLECTUAL PROPERTY RIGHTS.** All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased Hereunder.
14. **EXPORT REGULATIONS.** Buyer agrees to comply fully with all laws and regulations concerning the export of goods from the United States, including, but not limited to Export Administration Rules ("EAR"), regulations of the Office of Foreign Asset Control ("OFAC"), International Traffic in Arms Regulations ("ITAR"), as well as Denial Order and Entry lists under EAR and Specially Designated Nationals and Blocked Persons list under OFAC regulations.
15. **INSTALLATION.** In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:
- A. **Responsibility.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.
  - B. **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
  - C. **Installation Methods & Materials.** Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges. D. **Radio Frequency Interference.** Seller is not responsible for RF transmission and reception affected by system interference beyond its control.
  - E. **Installation Site Approval.** Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
  - F. **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by Seller. G. **Permits & Easements.** Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
  - H. **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.
  - I. **Contaminated Sites.** Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.
  - J. **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.
  - K. **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
  - L. **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
  - M. **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
  - N. **Safety Requirements & Compliance.** Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
16. **ASSIGNMENT AND SUBCONTRACTING.** Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.
17. **DEFAULT, INSOLVENCY AND CANCELATION.** Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to

appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

18. **SEVERABILITY.** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
19. **NO WAIVER.** No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
20. **NOTICES.** All notices and claims in connection with the Contract must be in writing.
21. **INTEGRATION.** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.
22. **GOVERNING LAW AND LIMITATIONS.** The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.
23. **U.N. CONVENTION.** Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.





## BOARD AGENDA MEMORANDUM

DATE OF MEETING: August 23, 2022

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Bob Grabowski, Fire Chief

**Topic:** Sale of Surplus Equipment

### PURPOSE

The Fire Department desires to dispose of their retired self-contained breathing apparatus (SCBA) equipment. The SCBAs are no longer in service. The Fire Department purchased new SCBAs through a grant awarded to the department from the Federal Emergency Management Agency (FEMA).

### PROCESS

The Homewood Fire Department recently purchased new equipment and no longer needs the following items:

- 28 MSA-brand Air Packs (*MSA Fire Hawk M7*)
- 3 RIT Packs (*Rescue Air II*)
- 40 masks (*Ultra Elite*)

The Fire Department is seeking Board approval to sell the listed items to The University of Illinois Fire Service Institute for the price of \$1.

### FINANCIAL IMPACT

- **Funding Source:** N/A
- **Budgeted Amount:** N/A
- **Cost:** N/A

### LEGAL REVIEW:

Completed

### RECOMMENDED BOARD ACTION

Pass an ordinance authorizing the sale of 28 SCBA packs, 3 RIT packs, and 40 SCBA masks to the University of Illinois Fire Service Institute for the price of \$1.

## VILLAGE OF HOMEWOOD

Item 11. B.



### ATTACHMENT(S)

Ordinance

**ORDINANCE NO. M-2227**

**AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY  
NO LONGER NECESSARY OR USEFUL TO THE VILLAGE OF  
HOMewood, COOK COUNTY, ILLINOIS**

WHEREAS, Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4) authorizes a municipality by ordinance to sell personal property personal property no longer deemed necessary or useful to the Village in such manner as it may designate; and

WHEREAS, the Village of Homewood Fire Department recently acquired new self-contained breathing apparatus (SCBA) equipment using grant funds provided by the Federal Emergency Management Agency; and

WHEREAS, as a result of that purchase, the equipment listed in this ordinance is no longer needed.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Homewood, Cook County, Illinois that:

**SECTION ONE - DECLARATION OF SURPLUS PROPERTY:**

The following personal property items owned by the Village of Homewood are deemed no longer necessary or useful to this Village. The President and Board of Trustees find it to be in the Village's best interest to sell the Fire Department's retired self-contained breathing apparatus equipment which is no longer in service to the University of Illinois Fire Service Institute for \$1.00:

- **28 MSA Packs (MSA Fire Hawk 57)**
- **3 RIT Packs (Rescue Air II)**
- **40 Masks (Ultra Elite)**

**SECTION TWO - EFFECTIVE DATE:**

This Ordinance shall be in full force and effect from and after its passage and approval in accordance with law.

PASSED and APPROVED this 23<sup>rd</sup> day of August, 2022.

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Village President

ATTEST:

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Village Clerk

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENCES: \_\_\_\_\_



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: August 23, 2022

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Angela Mesaros, Director of Economic and Community Development

**Topic:** Amendment to Homewood Zoning Ordinance related to Places of Worship

### PURPOSE

In May 2021, the U.S. Department of Justice and the United States Attorney's Office initiated an inquiry into the Village of Homewood's zoning and land-use practices pursuant to the Religious Land Use and Institutionalized Person Act of 2000 (RLUIPA). The focus was on how the Village's zoning laws may treat secular areas of assembly differently than religious areas of assembly. The equal terms provision of RLUIPA requires that restrictions on land use be justified by the intent and purpose of that regulation and that similarly situated uses cannot be treated differently based on whether they are religious or non-religious uses.

### PROCESS

The last comprehensive update to the Homewood Zoning Ordinance was in 2002, and the Village is currently in the process of a complete rewrite of the Zoning Ordinance. This process takes up to 18 months. However, the places of worship and similar uses require more immediate action for clarification. The Village Attorney and the Village's zoning consultant, Houseal Lavigne, have provided guidance for amendments to the code.

The Village Attorney and Village Staff presented options for the amendment related to places of worship at public hearings before the Planning & Zoning Commission on December 3, 2020, and November 18, 2021. On November 18, 2021, the Homewood Planning & Zoning Commission unanimously recommended approval of the proposed zoning text amendments.

### OUTCOME

As currently written, the Homewood Zoning Ordinance classifies "places of worship" as a special use in every business and residential district. However, places of worship and other non-commercial uses such as libraries, museums, and art galleries, do not align with the stated purpose of business districts, which focus on the preservation and maintenance of commercial development that generates tax revenue.



The proposed amendment would clarify the purposes of the business districts and revise the permitted and special uses within these districts. Places of worship and other similar uses that do not generate sales tax would be allowed as special uses in the residential and the public land and open space districts but would not be permitted in the business districts. Commercial uses would continue to be allowed in the business districts. The Seventh Circuit Court of Appeals, which includes Illinois, Indiana, and Wisconsin, has held that excluding non-commercial uses from areas zoned for commercial activity does not violate RLUIPA.

There currently are 10 places of worship sites within the Village of Homewood. Of those, nine are in residential districts. The 10<sup>th</sup> site, the St. Joseph campus of the recently combined St. Joseph, St. Anne, and St. Emeric parishes, can continue since it existed before approval of this ordinance.

### FINANCIAL IMPACT

- **Funding Source:** No Financial Impact
- **Budgeted Amount:** N/A
- **Cost:** N/A

### LEGAL REVIEW

Completed

### RECOMMENDED BOARD ACTION

Pass an ordinance amending Chapter 44 of the Homewood Municipal Code clarifying the purposes of business districts within the Village and amending tables of permitted and special uses within residential and business districts.

### ATTACHMENT(S)

Ordinance

**ORDINANCE NO. MC-1064**

**AN ORDINANCE AMENDING CHAPTER 44 OF THE HOMEWOOD  
MUNICIPAL CODE CLARIFYING THE PURPOSES OF BUSINESS DISTRICTS  
WITHIN THE VILLAGE, AND AMENDING TABLES OF PERMITTED AND  
SPECIAL USES WITHIN RESIDENTIAL AND BUSINESS DISTRICTS**

WHEREAS, Section 11-13-1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 et seq.) authorizes a municipality to divide the entire municipality into districts of such number, shape, area, and of such different classes as may be best suited to protect public health, safety, and economic development, among other considerations; and

WHEREAS, Section 11-13-1 further authorizes a municipality to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specified industrial, business, residential, and other uses; and

WHEREAS, the Village of Homewood proposed text amendments to clarify the purposes of business districts within the village and to revise permitted and special uses within these districts; and

WHEREAS, the Planning and Zoning Commission conducted public hearings on the proposed text amendments on December 3, 2020, and November 18, 2021, and thereafter unanimously recommended approval of the proposed amendments; and

WHEREAS the President and Board of Trustees of the Village of Homewood find it to be in the community's best interests to revise the village's zoning ordinance as provided in this ordinance.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Homewood, Cook County, Illinois, as follows:

**SECTION ONE – AMENDMENTS TO THE HOMEWOOD MUNICIPAL CODE:**

A. Section 44-172 of the Homewood Municipal Code is amended as follows (additional language underlined, deletions ~~stricken~~):

**Sec. 44-172. Purposes of the business districts.**

(a) The purpose of the B-1 central business district is to ~~allow~~ encourage commercial uses that provide goods and services to the village

as a whole. The district provides for a mix of commercial, residential and entertainment uses. The standards are designed to maintain the pedestrian-oriented environment while accommodating larger scale uses.

(b) The purpose of the B-2 community business district is to protect and maintain the scale of commercial areas that provide goods and services primarily for the convenience of the surrounding neighborhoods. The standards are designed to promote the continuation of small-scale commercial districts.

(c) The purpose of the B-3 service business district is to provide for higher volume and higher intensity of commercial uses. Since these uses may affect the overall character of the village, the standards are designed to maintain and enhance the appearance of major thoroughfares.

(d) The purpose of the B-4 shopping center district is to provide retail and related commercial uses that serve the residents of the village and the surrounding areas. The district allows for medium-scale development that generates a significant amount of traffic. The standards provide flexibility in the mix and scale of commercial uses.

(e) All of the business districts are designed to set aside defined areas within the village that are best suited for commercial development to generate tax revenues to pay for governmental services benefiting the entire community.

B. Table 44-144.1 (Summary Table of Permitted and Special Uses in Residential Districts) of the Homewood Municipal Code is amended as shown in the attached Exhibit A (additional language underlined, deletions ~~stricken~~).

C. Table 44-175.1 (Summary Table of Permitted and Special Uses in Business Districts) of the Homewood Municipal Code is amended as shown in the attached Exhibit B (additional language underlined, deletions ~~stricken~~).

D. Table 44-268.1 (Summary Table of Permitted and Special Uses in the Public Land and Open Space District) of the Homewood Municipal Code is amended as shown in the attached Exhibit C (additional language underlined, deletions ~~stricken~~).

E. Section 44-355(j) of the Homewood Municipal Code is amended as follows (additional language underlined, deletions ~~stricken~~):

- (j) *Places of worship.* Places of worship shall be treated as special uses in all residential districts and the PL-2 district. When operated by the place of worship, the following are considered accessory uses and do



not require separate special use approval: the rectory, parsonage, or convent; childcare centers; meeting facilities, and bookstores. In addition to the special use standards in section 44-81, places of worship shall meet the following requirements:

- (1) The facility shall be located on a collector or arterial street.
- (2) Off-street parking shall be provided in compliance with article VII of this chapter.
- (3) When abutting residential uses, a landscaped buffer shall be provided in accordance with article VIII of this chapter.

**SECTION TWO – EFFECTIVE DATE:**

This ordinance shall be in full force and effect from and after its passage, approval, and publication in accordance with law.

PASSED and APPROVED this 23rd day of August 2022.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_

Use	Zoning District				Special Standards
	R-1	R-2	R-3	R-4	
Agricultural uses					
Agriculture, growing of crops	S	S			
Residential uses					
Congregate housing, assisted living			S	S	See section 44-355(h)
Convent/monastery/seminary	S	S	S	S	
<u>Clubs, Lodges</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	
Dwellings, multiple-family			S	P	
Dwellings, single-family	P	P			
Dwellings, two-family			P	P	
Dwellings, townhouse (5 units/building, 10 feet separation between buildings)			P	P	
Elderly housing, independent			S	S	
Group home	P, S	P, S	P, S	P, S	See section 44-355(e)
Home-based business	P, S	P, S	P, S	P, S	See section 44-355(d)
Nursing homes, sanitariums			S	S	See section 44-355(h)
Specialty residential uses					See section 44-412
Cultural, religious, recreational uses					
Art galleries and museums	S	S	S	S	
Indoor recreation, community center, health club, YMCA/YWCA	S	S	S	S	
Outdoor recreation, golf/country club, playing field, tennis court, swimming pool	S	S	S	S	See section 44-355(f)
Parks, playgrounds	P	P	P	P	
Places of worship	S	S	S	S	See section 44-355(j)
Governmental and educational uses					
Government offices, police, fire stations	S	S	S	S	
Municipally-operated health center				S	
Public libraries, post offices	S	S	S	S	
Schools, boarding or preschools	S	S	S	S	

Use	Zoning District				Special Standards
	R-1	R-2	R-3	R-4	
Schools, elementary, junior high, high school	P	P	P	P	
Utilities, local	S	S	S	S	See section 44-355(i)
Utilities, community	S	S	S	S	See section 44-355(i)
Retail, service, transportation uses					
Adult day care	S	S	S	S	See section 44-355(h)
Bed and breakfast	S		S	S	See section 44-355(o)
Childcare centers	S	S	S	S	See section 44-355(c)
Hospitals				S	
Hotels, motels				S	
Office or personal service-accessory to multifamily				P	
Retail uses, accessory to multifamily				S	See section 44-355(m)
Transit terminals, transportation stations	S	S	S	S	
Other uses					
Planned unit developments	S	S	S	S	Subject to article VI of this chapter
Satellite dishes	P, S	P, S	P, S	P, S	
Wireless communication facilities					See section 44-355(p)
Temporary uses					See section 44-384

Item 11. C.

Use	Zoning District				Special Standards	Item 11. C.
	B-1 <sup>1</sup>	B-2	B-3	B-4		
Residential Uses						
Clubs, lodges	\$	\$	\$	\$		
Convent/monastery/seminary	\$	\$	\$	\$		
Congregate housing, assisted living	S	S	S	S	See section 44-355(h)	
Dwellings, multiple-family		S	S	S		
Dwelling units above ground floor	P	P	S	S	Subject to section 44-144	
Dwelling units on ground floor	S	S			Subject to section 44-355(u)	
Elderly housing, independent	S	S	S	S		
Nursing homes, sanitariums			S	S	See section 44-355(h)	
Specialty residential uses	P				See section 44-412	
Cultural, Religious, Recreational, and Entertainment Uses						
Art galleries, museums	P	\$	P	P		
Funeral homes	S	P	P	P		
Indoor amusement, movie theatres	S	P S	P S	P S		
Outdoor recreation, golf course, country club	\$	\$	\$	\$	See section 44-355(f)	
Parks/playgrounds	S	S	S	S		
Places of worship	\$	\$	\$	\$	See section 44-355(j)	
Governmental and Educational Uses						
Parking lots-off street	P	P	P	P		
Parking decks	P			S		
Government office, police, fire stations	S	S	S	S		
Public libraries, post offices	S	S	S	S		
Schools, trade or business	S	P	P	P		
Utilities, local	S	S	S	S	See section 44-355(i)	
Utilities, community	S	S	S	S	See section 44-355(i)	
Retail, service, transportation uses						

Use	Zoning District				Special Standards
	B-1 <sup>1</sup>	B-2	B-3	B-4	
Adult day care	S	S	S	S	See section 44-355(h)
Bed and breakfast	P	S	S		See section 44-355(o)
Childcare centers	*	S	S**	*	See section 44-355(c)
Carryout facilities	P	P	P	P	See section 44-355(b)
Domestic pet grooming	P	P	P	P	See section 44-355(l)
Drive-through facilities	S	S	S	P	
Financial institutions	S	S	S	S	
Hotels, motels	S	S	S	S	
Laundry, self-service		S	S	S	
Learning centers	P	S	S	S	
Motor vehicle sales and rental			P	P	
Motor vehicle service and repair	S	S	S	P	
Office professional	P	P	P	P	
Personal service	P	P	P	P	
Restaurants, taverns, banquet halls, live entertainment	P	S	P	P	Subject to noise standards in section 44-303
Retail	P	P	P	P	
Salon/spa establishments	S	S	P	P	
Sports arenas, exhibit hall				S	See section 44-355(k)
Transit, transportation stations	S	S	S	S	
Other uses					
Craft brewery	S	S	S	S	
Outdoor storage	P	P	P	P	See section 44-355(g)
Satellite dishes	P, S	P, S	P, S	P, S	See section 44-355(a)
Tattoo parlors/body piercing facilities			S		See section 44-355(r)

Item 11. C.

Use	Zoning District				Special Standards
	B-1 <sup>1</sup>	B-2	B-3	B-4	
Wireless communication facilities		S	S	S	See section 44-355(p)
Planned unit developments	S	S	S	S	Subject to article VI of this chapter
Temporary uses					See section 44-384
Veterinary clinic	S				

Use	Zoning District		Specific Use Standards	Item 11. C.
	PL-1	PL-2		
Governmental and Educational Uses				
Animal shelter and adoption center operated by a nonprofit corporation organized and operated exclusively for exempt purposes set forth in Internal Revenue Code section 501(c)(3)		S		
Community centers, indoor recreation		P, S		
Government offices, police and fire stations		P		
Natural area preserves	P	P		
Outdoor amusement		P		
Outdoor recreation: golf courses, swimming pools, tennis courts, playing fields		P		
Parks and playgrounds	P	P		
<u>Places of Worship</u>		<u>S</u>	<u>See section 44-355 (j)</u>	
Public library		P		
Schools: elementary, junior high, high school		P		
Utility, community	P	P	See section 44-355(i)	
Utility, local	P	P	See section 44-355(i)	
Retail, Service, and Transportation Uses				
Childcare centers, accessory use only		S	See section 44-355(c)	
Parking lot, off-street	S	P		
Transportation stations and terminals		S		
Other Uses				
Planned unit developments		S	Subject to article VI of this chapter	
Satellite dishes		P, S	See section 44-355(a)	
Wireless communications facilities		P, S	See section 44-355(p)	
Temporary uses	S	S	See section 44-384	

